

FAC Console Reinsurer Agreement

This agreement between RGA and the Reinsurer, establishes the limits and liabilities between RGA and the Reinsurers in using the FAC APP Console for transmission of facultative applications from subscribing direct companies to subscribing Reinsurers.

1. In exchange for the payment of a nominal fee, as stated in the following section, _____ will become entitled to participate in discussions regarding updates, enhancements and modifications to FAC Console as part of a "FAC Console user group," consisting of FAC Console clients and participating Reinsurers.
2. The annual fee will be \$500 multiplied by the number of _____ clients using FAC Console, up to a maximum of \$5,000. RGA reserves the right to increase the annual fee at a reasonable rate as approved in advance by 2/3 of the members of the FAC Console user group. No fees will be payable for a reasonable amount of RGA's assistance in implementing or troubleshooting FAC Console.
3. As a result of the use or maintenance of FAC Console, RGA may gain access to confidential information belonging to _____ clients or _____ including, but not limited to, reinsurance quotes or terms and conditions of facultative reinsurance offers. RGA agrees that it will receive and keep any such confidential information in confidence, will provide security for such confidential information in a manner reasonably sufficient to preserve the confidential nature of the information, and will not disclose it or make use of it for any purpose, competitive or otherwise. RGA agrees that the security provided for such confidential information shall be consistent with the level of security provided by RGA for its own confidential information. RGA acknowledges that monetary damages may not be a sufficient remedy for any breach of this provision and _____ shall be entitled to equitable relief against RGA (including, but not limited to an injunction or temporary restraining order) in addition to all other remedies available to _____ at law or in equity. This section shall survive termination of this Agreement. Nothing in this Agreement shall limit _____ right to seek money damages for a violation of this paragraph.
4. RGA will retain sole ownership and control of FAC Console, and all updates, enhancements and modifications to it.
5. RGA makes no warranties regarding FAC Console. The use of FAC Console will be at _____ own risk, and except as set forth herein, RGA will not be liable for any damages arising in connection with FAC Console, or from the use or maintenance of FAC Console.

6. The Agreement may be terminated by _____ at any time and with no further financial obligation upon 30 days written notice to RGA and upon payment of all fees then due and payable. RGA may terminate the Agreement at any time upon 30 days written notice to _____.

If the above terms are acceptable, please execute the enclosed copy of this letter and return it to me.

Sincerely,

Kenneth D. Sloan
Sr. Vice President, Underwriting

Agreement Effective Date:

Company name

Accepted: _____ Date: _____

Title: _____

RGA Reinsurance Company

Accepted: _____ Date: _____

Title: _____